

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
Michael Burley et al. v. Wireless Choice LLC, Case No. 1:15-cv-04967 (the “Action”)**

**NOTICE OF CLASS ACTION SETTLEMENT**

**IMPORTANT:** You are not being sued. Please read this Notice carefully. Your rights may be affected. You may be entitled to money from this Settlement.

**TO:** ALL PERSONS WHO WERE EMPLOYED BY WIRELESS CHOICE LLC IN ILLINOIS AS SALES REPRESENTATIVES AT ANY TIME FROM JUNE 1, 2013, THROUGH MAY 30, 2015, WHO WERE NOT PAID FOR ALL OF THE OVERTIME HOURS THEY WORKED.

**RE:** Settlement of a class action for alleged wage-hour violations, including overtime violations and all related claims for relief. Wireless Choice LLC (“Wireless Choice”) denies all claims and contentions alleged in the lawsuit, maintains that it has complied with the applicable laws, and enters into the settlement for the purposes of resolving the dispute.

**IF YOU WISH TO CLAIM THE MONEY AVAILABLE TO YOU UNDER THE TERMS OF THE SETTLEMENT OF THIS LAWSUIT, YOU MUST SUBMIT A CLAIM FORM NO LATER THAN THIRTY FIVE DAYS FROM THE DATE OF THE MAILING OF THIS NOTICE, I.E., NO LATER THAN \_\_\_\_\_, 2016.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM</b>	To receive a cash payment from the Settlement, you must postmark the enclosed Claim Form no later than _____, 2016.
<b>DO NOTHING</b>	If you do nothing, you will not receive a cash payment, and you will lose your right to bring or participate in any similar action against Wireless Choice.
<b>REQUEST EXCLUSION FROM THE SETTLEMENT</b>	If you wish to be excluded from the Settlement, you must submit a written Election Not to Participate according to the instructions contained in this Notice. If you submit an Election Not to Participate, you will not be bound by the Settlement and you will not receive any cash payment from Wireless Choice.
<b>OBJECT</b>	Object and tell the Court why you don’t like the Settlement. If the Court approves the Settlement over your objection, you may still be bound by the Settlement.

**Your options are more fully explained in the notice below. The deadline to submit a claim, submit an objection or request exclusion is April 13, 2015.**

**1. Why did I receive this notice?**

A proposed settlement (the “Settlement”) has been reached between the Parties in this case pending in the United States District Court for the Northern District of Illinois (the “Court”) brought on behalf of all individuals described above (the “Settlement Class” or “Settlement Class Members”). The Court has preliminarily approved the Settlement and certified the Settlement Class. You have received this Notice because the records of Wireless Choice indicate that you are a Settlement Class Member, which is defined as:

ALL PERSONS WHO WERE EMPLOYED BY WIRELESS CHOICE LLC IN ILLINOIS AS SALES PERSONS AT ANY TIME FROM JUNE 1, 2013, THROUGH MAY 30, 2015, WHO WERE NOT PAID FOR ALL OF THE OVERTIME HOURS THEY WORKED.

This Notice is designed to inform you of how you can make a claim under the Settlement, object to the Settlement, or elect not to participate in the Settlement. This class action brings claims under the Illinois Wage Payment and Collection Act and the Fair Labor Standards Act. The Court must finally approve the terms of the Settlement described below as fair and reasonable to the Settlement Class before it will take effect. This process will take approximately four (4) months. If approved, the Settlement will affect all Class Members who do not exclude themselves from the Settlement Class. Wireless Choice will make all approved Settlement payments after the Court orders them. Those Settlement payments are described in this Notice.

**To receive your Settlement payment, you must return a completed Claim Form to Wireless Choice, showing a postmark date no later than \_\_\_\_\_, 2016.**

**If you do not wish to participate in the Settlement, you must timely submit a valid Election Not to Participate.** If you submit a valid Election Not to Participate, you will not receive a Settlement payment, and you will not have released your claims against Wireless Choice, if any.

**If you do nothing, you will not receive your Settlement payment, but you will be bound by the Settlement and will have released your claims against Wireless Choice described in Paragraph 3(d) below.**

ALL PERSONS WHO WERE EMPLOYED BY WIRELESS CHOICE LLC IN ILLINOIS AS SALES PERSONS AT ANY TIME FROM JUNE 1, 2013, THROUGH MAY 30, 2015, WHO WERE NOT PAID FOR ALL OF THE OVERTIME HOURS THEY WORKED.

## **2. What is case about?**

On June 5, 2015, Michael Burley (“Burley”) commenced a purported class action against Wireless Choice in the Court. He alleged that he and a proposed class failed to include commissions when it calculated the Class Members’ regular hourly rate in connection with calculating their overtime pay. Burley and the proposed class sought wages under the Illinois Wage Payment and Collection Act, 820 ILCS §115/1, *et seq.* (“IWPCA”) and the Illinois Minimum Wage Law, 810 ILCS 105/1 *et seq.* (the “IMWL”). Wireless Choice disputes Burley’s claims and denies that class action treatment is appropriate.

After good-faith negotiations, the Parties agreed to settle the Action pursuant to the terms and conditions of the Settlement. The Settlement represents a compromise and settlement of disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by Wireless Choice that Burley’s claims in the Action have merit or that it has any liability to Burley or the Settlement Class on those claims. Furthermore, Wireless Choice denies any wrongdoing, and by entering into the Settlement, Wireless Choice does not admit any violation of law.

Burley and Wireless Choice, and their respective counsel, have concluded that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Settlement Class, considering the risks and uncertain outcome to each side of continued litigation.

## **3. What are the Settlement terms and how much can I expect to receive if I participate?**

### **a. Overall summary of settlement terms.**

Wireless Choice will make “Individual Settlement Award” payments to Settlement Class Members who submit timely and valid Claim Forms of \$30.00 per month for every full month of employment with Wireless Choice as a Sales Representative during the period June 1, 2013, through May 30, 2015. For purposes of calculating the Individual

Settlement Award, the term “full month” shall include only those months during which the Settlement Class Member worked eighty or more hours as a Sales Representative for Wireless Choice. In addition to the Individual Settlement Awards, Wireless Choice will also pay attorneys’ fees in the amount of \$15.00 per month for every month paid to the participating Settlement Class Members pursuant to the formula set forth above. In addition, Wireless Choice will pay Burley an incentive payment of \$500.00 and the costs incurred by Class Counsel in the amount of \$700.

**b. Who is included in the Settlement?**

You are included in the Settlement if you meet all of the conditions set forth in the beginning of this Notice. It is estimated that there are approximately 40 members in the Settlement Class.

**c. What can I expect to receive from the Settlement?**

Settlement Class members who submit a timely and valid Claim Form will receive Individual Settlement Awards as calculated using the formula described in Paragraph 3(a) above. The proposed amount of your Individual Settlement Award, and the months included in the calculation of your Individual Settlement Award, are set forth in the Claim Form. Individual Settlement Awards are expected to be paid by Wireless Choice within thirty days after the Court’s entry of a Final Order approving the Settlement.

**d. What am I giving up in exchange for the Settlement benefits?**

Each Settlement Class member (other than those who file a valid Election Not to Participate) releases and discharges Wireless Choice, and its parents, subsidiaries, affiliates, if any, and all of its employees, members, managers, agents, attorneys, auditors, accountants, insurers, representatives, predecessors, and assigns (the “Released Parties”), from any and all “Settlement Class Members’ Released Claims.” For the purposes of this Joint Stipulation, the Settlement Class Members’ Released Claims are defined as: All claims, demands, rights liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that could have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, or regulation, including state or federal wage and hour laws, whether for economic damages, non-economic damages, restitution, penalties or liquidated damages, arising out of or relating to any and all facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act, or causes of action, alleged in the Action, including but not limited to claims: (i) that Wireless Choice violated the Illinois Wage Payment and Collection Act; (ii) that Wireless Choice violated the Fair Labor Standards Act; (iii) that Wireless Choice did not pay the Class Members all overtime they were owed for work performed as Class Members in Illinois; and (iv) that Wireless Choice owes penalties, interest, attorneys’ fees, punitive damages, or other damages of any kind related to the claims alleged in the Action.

**e. Additional Payment to the Class Representative.**

In addition to his Individual Settlement Award, Burley will seek approval from the Court to receive up to \$500.00 for his service as a Class Representative, as well as her release of additional rights.

**f. Class Counsel’s Attorneys’ Fees and Costs.**

Class Counsel will seek approval from the Court for the payment of their attorneys’ fees in the amount of \$15.00 per month for every month paid to the participating Settlement Class Members. Class Counsel will also seek approval from the Court for its costs in the amount of \$700.00.

**4. Why is there a Settlement?**

Burley, as putative Class Representative, and Class Counsel support this Settlement. Their reasons include the risk of denial of class certification, the risk of an unsuccessful outcome on the merits of Burley’s claims, the difficulty in proving that Burley and class members suffered injury, and the inherent delays and uncertain outcomes associated with

litigation. Upon careful consideration of all of the facts and circumstances of this Action, Burley and Class Counsel believe that the Settlement is fair, reasonable, and adequate.

## **5. What are Your Rights in this Settlement?**

Burley, as putative Class Representative and Class Counsel represent your interests as a Settlement Class Member. Unless you elect not to participate in the Settlement by timely submitting a valid Election Not to Participate to Wireless Choice's counsel (on the terms set forth below), you are a part of the Settlement Class, you will be bound by the terms of the Settlement, and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against Wireless Choice and the other Released Parties as described above. As a member of the Settlement Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation costs unless you retain your own counsel, in which event, you will be responsible for your own attorneys' fees and costs.

### **a. How do I get a payment?**

To receive your Individual Settlement Award, you must complete and sign the enclosed Claim Form and mail it via First Class Mail to Wireless Choice's counsel addressed as follows:

Wireless Choice LLC c/o  
Hilary E. Wild  
ROLEWICK & GUTZKE, P.C.  
1776 S. Naperville Road, Suite 104A  
Wheaton, IL 60189

To be valid, the Claim Form must be completed in full and signed by you. The Claim Form must also be postmarked no later than \_\_\_\_\_. A Settlement Class Member who does not mail a Claim Form in the manner and by the deadline specified above will not receive a share of the settlement proceeds.

If you believe that the number of months used to calculate your estimated Individual Settlement Award is incorrect, but you want to participate in the Settlement, you must timely complete and submit the Claim Form and send documentation supporting the reasons for your claim, including, for example, paystubs, to the address listed above. If such proof is provided, your Individual Settlement Award will be adjusted, accordingly.

Once mailed, you will have one-hundred twenty days to deposit or cash your Settlement check.

### **b. How do I object to the Settlement?**

If you are dissatisfied with any of the terms of the Settlement, you may, but are not required to, object to the Settlement. Any objection to the Settlement must be in writing and must explain, in clear and concise terms, the basis for your objection. In addition, in order to be considered, your objection must be filed with the Court and mailed via First Class Mail with a postmark on or before \_\_\_\_\_, 2016, to all of the following:

Hilary E. Wild  
ROLEWICK & GUTZKE, P.C.  
1776 S. Naperville Road, Suite 104A  
Wheaton, IL 60189

Terrence Buehler  
LAW OFFICE OF TERRENCE BUEHLER  
55 W. Wacker Drive, Suite 1400  
Chicago, IL 60601

Vincent DiTommaso  
PETER LUBIN DITOMMASO-LUBIN P.C.  
17W 220 22nd Street, Suite 410  
Oakbrook Terrace, IL 60181

Your objection must reference this case, *Michael Burley et al. v. Wireless Choice LLC*, Case No. 1:15-cv-04967. In addition, your objection must indicate whether you intend to appear at the Final Approval Hearing.

Any Settlement Class Member who does not object to the Settlement in the manner described above will be deemed to have waived any objections and will be foreclosed from making any objection, whether by appeal or otherwise, to the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement unless you also timely submit an Election Not to Participate to Wireless Choice's counsel at the address listed above.

**c. How do I ask to be excluded from the Settlement?**

If you do not wish to participate in the Settlement, you must submit a written and signed Election Not to Participate. The Election Not to Participate must include your name, address, telephone number, and a written affirmation of the desire to be excluded from the Settlement.

To be valid the Election Not to Participate must be completed, signed by you and returned to Wireless Choice's counsel addressed as follows:

Wireless Choice LLC c/o  
Hilary E. Wild  
ROLEWICK & GUTZKE, P.C.  
1776 S. Naperville Road, Suite 104A  
Wheaton, IL 60189  
Telephone (630) 653-1577

The Election Not to Participate must be postmarked no later than \_\_\_\_\_, 2016. A Settlement Class Member who fails to mail an Election Not to Participate in the manner and by the deadline specified above will be bound by all terms and conditions of the Settlement if the Settlement is approved by the Court. Any person whose complete and timely Election Not to Participate is received by Wireless Choice's counsel will no longer be a member of the Settlement Class, will be barred from participating in any portion of the Settlement, and will receive no benefits from the Settlement.

**6. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a final approval hearing in the United States District Court for the Northern District of Illinois, Dirksen Federal Building, 219 S. Dearborn Street, Chicago, IL, Courtroom 1903, on \_\_\_\_\_, 2016, at \_\_\_\_\_, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and the Class Representative payment. The hearing may be postponed without further notice to the Class. It is not necessary for you to appear at this hearing.

**7. How do I get more information?**

The above is a summary of the basic terms of the Settlement. The pleadings and other records in this litigation may be examined using the Pacer system. See <https://www.pacer.gov/>. If you have questions about the Settlement, you may contact Class Counsel, Terrence Buehler, by phone or at the address listed above.

**Please do not telephone the Court, Wireless Choice's counsel or Wireless Choice for information regarding this settlement or the claims process.**